



JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ARCHITECTURAL DESIGN
CONTRACTORS, INC. a California
Corporation,

Plaintiff,

vs.

BUILDER SERVICES GROUP, INC.,
a Florida corporation,

Defendant.

CASE NO: 5:18-cv-02594 SB (SPx)
JUDGE: Stanley Blumenfeld, Jr.

~~[Proposed]~~ JUDGMENT ON JURY
VERDICT [Redacted]

Complaint Filed: August 14, 2018
Removal Filed: December 13, 2018
Trial Date: July 26, 2021

This action came on regularly for trial on July 27, 2021 at 8:30 a.m., in Courtroom 6C of the United States District Court, the Honorable Judge Stanley Blumenfeld, Jr. presiding; the plaintiff appearing by attorneys Steven C. Smith and Douglas M. Campbell and the defendant appearing by attorney Malcolm D. Schick.

A jury of eight persons was regularly impaneled and sworn. Witnesses were sworn and testified. After hearing the evidence and arguments of counsel, the jury

1 was duly instructed by the Court and the cause was submitted to the jury. The jury
2 deliberated and thereafter returned into court with its verdict as follows:

3
4 We answer the questions submitted to us as follows:

5
6 **VF-300 Breach of Contract**

- 7
8 1. Did Architectural Design Contractors, Inc. do all, or substantially all, of the
9 significant things it was required to do under the contract?

10
11 X Yes No

12
13 If your answer to question 1 is yes, then answer question 2. If you
14 answered no to question 1, skip questions 2 and 3 and answer question
15 4.

- 16
17 2. Did Builder Services Group, Inc. fail to meet the standard of care in the
18 installation of insulation ?

19
20 X Yes No

21
22 If your answer to question 2 is yes, then answer question 3. If you
23 answered no to question 2, skip question 3 and answer question 4.

- 24
25 3. Was Architectural Design Contractors, Inc. harmed by Builder Services
26 Group, Inc.'s breach of contract?

27
28 X Yes No

1 Answer question 4.

2
3 **Breach of Warranty**

4
5 4. Did Builder Services Group, Inc. make a warranty that its work would be
6 performed in a good and workmanlike manner?

7
8 X Yes No

9
10 If your answer to question 4 is yes, then answer question 5. If you
11 answered no to question 4, skip questions 5, 6, and 7, and answer
12 question 8.

13
14 5. Was the warranty breached in that Builder Services Group, Inc. failed to
15 perform the work in a good and workmanlike manner?

16
17 X Yes No

18
19 If your answer to question 5 is yes, then answer question 6. If you
20 answered no to question 5, skip questions 6 and 7 and answer question
21 8.

22
23 6. Did Architectural Design Contractors, Inc. give Builder Services Group, Inc.
24 timely notice of a warranty claim?

25
26 X Yes No

If your answer to question 6 is yes, then answer question 7. If you answered no to question 6 , skip question 7 and answer question 8.

7. Was Architectural Design Contractors, Inc. harmed by Builder Services Group, Inc.'s breach of warranty?

 X Yes No

Answer question 8.

VF-1902 False Promise

8. Did Architectural Design Contractors, Inc. make a promise to Builder Services Group, Inc.?

 X Yes No

If your answer to question 8 is yes, then answer question 9. If you answered no to question 8, stop here, answer no further questions, and have the presiding juror sign and date this form.

9. Did Architectural Design Contractors, Inc. intend to perform this promise when it made it?

 X Yes No

1 If your answer to question 9 is no, then answer question 10. If you
2 answered yes to question 9, stop here, answer no further questions, and
3 have the presiding juror sign and date this form.
4

5 10. Did Architectural Design Contractors, Inc. intend that Builders Services
6 Group, Inc. rely on this promise?
7

8 X Yes No
9

10 If your answer to question 10 is yes, then answer question 11. If you
11 answered no to question 10, stop here, answer no further questions,
12 and have the presiding juror sign and date this form.
13

14 11. Did Builder Services Group, Inc. reasonably rely on this promise?
15

16 X Yes No
17

18 If your answer to question 11 is yes, then answer question 12. If you
19 answered no to question 11, stop here, answer no further questions, and
20 have the presiding juror sign and date this form.
21

22 12. Did Architectural Design Contractors, Inc. perform the promised act?
23

24 Yes X No
25

26 If your answer to question 12 is no, then answer question 13. If you
27 answered yes to question 12, stop here, answer no further questions,
28 and have the presiding juror sign and date this form.

1 13. Was Builder Services Group, Inc.'s Reliance on Architectural Design
2 Contractors, Inc.'s promise a substantial factor in causing harm to Builder
3 Services Group, Inc.?

4
5 X Yes No

6
7 If your answer to question 13 is yes, then answer question 14. If you
8 answered no to question 13, stop here, answer no further questions, and
9 have the presiding juror sign and date this form.

10
11 14. Did, by clear and convincing evidence, an agent or employee of
12 Architectural Design Contractors, Inc. engage in the conduct with malice,
13 oppression, or fraud?

14
15 Yes X No

16
17 If your answer to question 14 is yes, then answer question 15. If you
18 answered no to question 15, stop here, answer no further questions, and
19 have the presiding juror sign and date this form.

20
21 15. Did, by clear and convincing evidence, one or more officers, directors, or
22 managing agents of Architectural Design Contractors, Inc. know of this
23 conduct and adopt or approve it after it occurred?

24 Yes X No

25
26 If your answer to question 15 is yes, then answer question 16. If you
27 answered no to question 15, stop here, answer no further questions, and
28 have the presiding juror sign and date this form.

1 16. What amount of punitive damages, if any, do you award Builder Services
2 Group, Inc.?

3
4 \$ 0

5
6 Signed: /s/ juror foreperson

7 Presiding Juror

8
9 Dated: 07/29/2021

10
11 It appearing by reason of said verdict that plaintiff Architectural Design
12 Contractors, Inc., a California Corporation is entitled to judgment against
13 defendant Builder Services Group, Inc., a Florida corporation, and the parties
14 having stipulated to the amount of damages to be awarded in Document 120 filed
15 on July 26, 2021;

16 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
17 that plaintiff Architectural Design Contractors, Inc., a California Corporation
18 have and recover from defendant Builder Services Group, Inc., a Florida
19 corporation the sum of \$172,568.85 with prejudgment interest thereon in the
20 amount of \$ _____, together with attorney's fees \$ _____,
21 and allowed costs and disbursements in the amount of \$ _____. Builder
22 Services Group, Inc. takes nothing on its counterclaim.

23
24
25 Dated: August 17, 2021



Stanley Blumentfeld, Jr.
U.S. District Judge